have been ready, prompt, willing and eager to perform the contract on his part. Default and delay on the part of the party seeking performance, indicating an intention to perform or abandon the contract as may appear to his advantage, accompanied by a change in values without the fault of the other party, and likewise absence of good faith, are sufficient reasons for a court of chancery to refuse to enforce performance.

2. CONTRACTS—*Time of performance—Reasonable time—Conditions precedent.* A contract to make the cash payment for land on delivery of a deed to the property, but which also provides that the cash payment is to be made as soon as the purchasers to whom the vendee has sold the land makes theirs to him, is a contract to pay the cash payment in a reasonable time, though such purchasers never pay, and is not a condition precedent to the payment by said vendee.

REUSENS V. LAWSON AND ANOTHER.—Decided at Staunton, September 15, 1898.—*Riely*, J:

1. EJECTMENT—*Burden of proof—Description of land.* In an action of ejectment the burden of proof is upon the plaintiff to establish his title to the land described in his declaration, and his right to recover the possession thereof from the defendant. Whether the plaintiff has established the beginning point of his survey as stated in the declaration, or the courses and distances of the several calls, are questions to be determined by the jury, under proper instructions from the court.

2. SURVEYS—*Corners—Courses and distances—Natural monuments.* Where the beginning point of a survey is in doubt, but the course and distance from that point are along one natural monument and to another, such point should be ascertained by beginning at the natural monument mentioned as at the end of the distance, and reversing the course and measuring the same distance along the other natural monument given.

3. NEW TRIALS—*Verdict without evidence or against the evidence.* This court will not set aside the verdict of a jury and the judgment thereon of the trial court except where the jury has plainly decided against the evidence, or without evidence. Although the court, if on the jury, might not have concurred in the verdict upon the evidence as written down, it will not merely for this reason set the verdict aside. It will not interfere in a doubtful case.

4. INSTRUCTIONS—*Evidence to support.* If an instruction is asked which correctly propounds the law, and there is evidence tending to support the hypothetical case stated, of however little weight the evidence may appear to the court to be entitled, or however inadequate, in its opinion, to make out the case supposed, it should be given.

MCCLANAHAN V. HOCKMAN.—Decided at Staunton, September 29, 1898.—*Keith*, P. Absent, *Riely* and *Cardwell*, JJ:

1. RES JUDICATA—*Second appeal in same case—Parties.* On a second appeal in the same case matters adjudicated on the first appeal cannot be called in question. The decree on the first appeal is final and irreversible. A party to the first appeal